

**RECEIVED
IN CLERK'S OFFICE**

SEP 07 2017

**U.S. DISTRICT COURT
MID. DIST. TENN.**

U.S. DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE

EDNA BRIGHT

V

LIBERTY MUTUAL

AND

VERONDA M RUBRIGHT

JURISDICTION

This court have jurisdiction over such claims pursuant to 20U.S.C
Section 1331 and 1343

PARTIES

Plaintiff Edna Bright 1216 McDonald Street Fayetteville Tn.37334

Defendants

Liberty Mutual

175 Berkeley Boston Massachusetts, 02116

And co- defendant

Veronda M. RuBright- adjuster, 13830 Ballantyne Corporate Place,
suite 500 Charlotte NC, 28277

STATEMENT

The plaintiff is a heart patient, has had a complete elbow replacement in 2003 on her left arm.

On August 30, 2017 the plaintiff was seen in the E.R. for her left elbow, the attending Doctor was Christ Smith, the plaintiff received a shot for pain and two prescriptions, in which the plaintiff drop off at 7:27p.m at Walgreens

On August 31, 2017 the plaintiff called to see if her Meds. Was ready for pick up, she was informed that her adjuster must approve the meds.

The plaintiff called her adjuster Veronda RuBright at 12:03pm
RuBright informs the plaintiff she needs the treatment records, the plaintiff called the hospital for the records to be sent by fax.

The plaintiff called RuBright at 12:56 pm to see if she treatment records, she was informed no was told by RuBright to back before 5 o'clock closing. The plaintiff called back at 4:07 no answer. The plaintiff called RuBright six times on this day

On September 1, 2017, the plaintiff is still with her meds. Call the hospital at 8:09 a.m. to see if the records was fax, the plaintiff was informed that, RuBright needs to send a released form, the plaintiff called RuBright back at 11:32 to tell her about the form, the plaintiff called the hospital back to see if RuBright had faxed the released from the hospital told the plaintiff no.

The plaintiff calls RuBright, RuBright claims she has not received any calls from the 931 area. At 1:11 a.m. the hospital called the plaintiff to inform her that everything was taken care of she had talked to RuBright and it a go.

The plaintiff called Walgreens three times and RuBright still have not called to release her meds. The plaintiff called RuBright three more times on this day no answer and no meds.

The plaintiff called started calling the corporate office, the plaintiff made 24 calls just to get her medication and no one helped her. The plaintiff called Walgreens three more times and still RuBright have not called, the plaintiff have with without healing medicine from an E.R. doctor six days and RuBright never all the plaintiff her client

On September 5, 2017 the plaintiff received a called from Walgreens tell her that RuBright left a message, that Dr. Chris Smith was “not allowed” to write the plaintiff prescriptions, he was not on their list and that they will not pay for meds. So Liberty Mutual will pay for E.R. visit but not the medicine?

CAUSE OF ACTION

The plaintiff have “open medical” as of July 10, 1998 and the plaintiff is a heart patient and has had a complete elbow replacement in 2003 on her left arm. The treatment she received from her adjuster, RuBright was inhuman and negligence treatment of a client by denying her medication from E.R. doctor.

Both parties have failed at their obligation owned to the plaintiff under the terms of her contract “open medical” which includes E.R. visits and the doctor she sees, the plaintiff have no control over who she sees in the E.R. no one does, the defendants have breached this contract, by denying her healing treatment of her left elbow which is covered under

this contract "open medical", her request was reasonable and medication was a necessary treatment for healing her pain. Therefore the plaintiff seek relief, prays for relief.

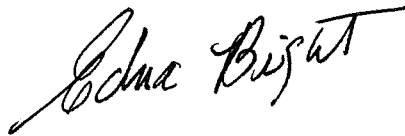
RELIEF

1.5 million

And for all other violations the court see fit.

Submitted by

Edna Bright 9/5/2017

A handwritten signature in cursive script that reads "Edna Bright". The signature is written in black ink and is positioned below the typed name.

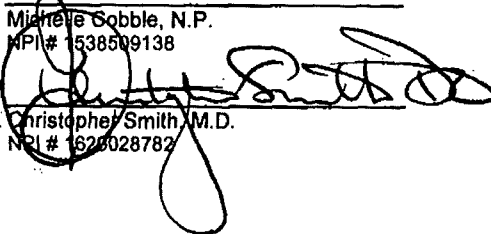
Prescription
Lincoln Medical Center
Emergency Department
106 Medical Center Blvd, Fayetteville, TN 37334 931-438-1100
08/30/2017 17:15

Patient: BRIGHT, EDNA B
1216 MCDONALD ST, FAYETTEVILLE, TN 37334
DOB: 04/07/1956

RX

Medrol Dosepak: take according to package directions. Dispense one (1) dosepak. No refills. Substitution is permissible.

Michele Cobble, N.P.
NPI # 1538509138


Christopher Smith, M.D.
NPI # 1620028782

COPY

Walgreens #9314
1000 Huntsville Hwy.
Fayetteville, TN 37334

VOTFP

Liberty Mutual Insurance Company



**13830 BALLANTYNE CORPORATE PLACE
STE 500
CHARLOTTE NC 28277**

**Telephone: (800) 532-7706
Fax: (888) 925-8391**

June 16, 2016

**EDNA B BRIGHT
1216 MCDONALD ST
FAYETTEVILLE TN 37334**

**RE: Employee: EDNA B BRIGHT
Employer: LINCOLN COUNTY MANUFACTURING
Contract #: WC2-151-403304-053-22
Claim #: WC550-592303 State Claim #: 12791994
Injury: Elbow - Dislocation
Date of Injury: 01/04/1994
Date of Report: 01/07/1994**

FILED
JUL 1 1998
W. GAIL CORDER
CIRCUIT COURT CLERK

IN THE CIRCUIT COURT FOR LINCOLN COUNTY, TENNESSEE
AT FAYETTEVILLE

EDNA BRIGHT,

Plaintiff,

vs.

CIVIL ACTION NO.: 017-98

LINCOLN COUNTY MANUFACTURING,
INC. and LIBERTY MUTUAL
INSURANCE COMPANY,

Defendants.

JUDGMENT

This cause came on to be heard on this 18th day of June, 1998, before the Honorable Lee Russell, Judge, upon the complaint filed by Plaintiff, answer having been filed by the Defendants, a full trial on the merits, the testimony of Plaintiff, the testimony by deposition of Dr. Kurt P. Spindler, arguments of counsel, and the entire record in this cause, from all of which the Court took the matter under advisement and issued its decision by letter dated June 22, 1998, which is incorporated herein by reference:

(1) That the parties announced the following stipulations:

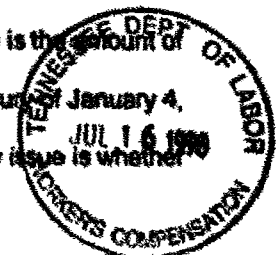
(a) Plaintiff, on January 4, 1994, was employed by the Defendant Lincoln County Manufacturing, Inc., Fayetteville, Tennessee.

(b) Plaintiff, on January 4, 1994, earned an average weekly wage of \$153.91, which would calculate to a weekly rate of \$102.61.

(c) Liberty Mutual Insurance Company, workers' compensation insurance carrier for Lincoln County Manufacturing, Inc., paid Plaintiff's temporary total disability benefits from January 13, 1994 through February 23, 1994, for 6 weeks, or the sum of \$615.66.

(d) Liberty Mutual Insurance Company, on behalf of Lincoln County Manufacturing, Inc., paid Plaintiff's authorized medical expenses in the sum of \$3,130.57.

(e) The central issue for the Court to determine is the amount of permanent partial disability, if any, Plaintiff suffered as a result of her injury of January 4, 1994, while employed by Lincoln County Manufacturing, Inc. A secondary issue is whether



Plaintiff's permanent partial disability award, if any, should be paid in a lump sum and, a third issue, whether certain unpaid medical expenses should be paid by the Defendants.

(2) The Plaintiff incurred an occupational injury to her left elbow resulting in late-stage arthritis on January 4, 1994, while in the course and scope of her employment with Lincoln County Manufacturing, Inc.

(3) Plaintiff incurred an occupational disability of 40% permanent partial disability to the left arm, which amounts to 80 weeks of permanent partial disability benefits, or the sum of \$8,208.80.

(4) Defendants shall pay Vanderbilt Medical Group in the amount of \$345.00 representing Dr. Kurt Spindler's charges.

(5) Defendants shall be responsible for the payment of Plaintiff's future, authorized, reasonable, and necessary medical expenses as provided by T.C.A. 50-6-204.

(6) Plaintiff is entitled to a judgment against the Defendants in the amount of \$8,208.80, to be paid in a lump sum.

(7) Plaintiff's attorney, James E. Moffitt, be awarded an attorney's fee of 20% of the total amount recovered by the Plaintiff and declares a lien thereon.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED that:

(1) Plaintiff, on January 4, 1994, incurred an accidental injury to her left elbow resulting in late-stage arthritis while in the course and scope of her employment with Lincoln County Manufacturing, Inc., and is entitled to a judgment against the Defendants in the amount of \$8,208.80, to be paid in a lump sum;

(2) Defendants shall pay the medical charges of Vanderbilt Medical Group in the amount of \$345.00, representing the medical charges of Dr. Kurt Spindler;

(3) Defendants shall be responsible for and will pay all future, authorized, reasonable, and necessary medical expenses incurred by Plaintiff as a result of said workers' compensation injury as required by the Workers' Compensation Law of the State of Tennessee;



(4) James E. Moffitt, attorney for Plaintiff, is entitled to a lien against the aforesaid judgment of 20% of Plaintiff's recovery for reasonable and necessary professional services performed for the Plaintiff in this action;

(5) Defendants shall pay Plaintiff's discretionary costs in the amount of \$744.50; and

(6) The costs of this action are taxed against the Defendants.

ENTERED on this 12 day of July, 1998.

[Signature]
JUDGE

APPROVED FOR ENTRY:

DAVIES & HUMPHREYS

By: [Signature]

JERRY R. HUMPHREYS, SPR #3233
Attorney for the Defendants
P. O. Box 190809
150 Second Avenue, North, Ste. 225
Nashville, Tennessee 37219-0809
Telephone: (615) 258-8125

JAMES E. MOFFITT, P.C.

By: [Signature]

JAMES E. MOFFITT, #1887
Attorney for the Plaintiff
1013 Vista Circle
Franklin, Tennessee 37067
Telephone: (615) 595-1334

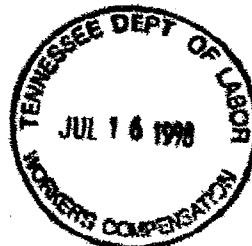
Notary for Tennessee, Commission Expires 08-01-00

the undersigned Circuit Court Clerk,
do hereby certify that this is a true
and correct copy of the original of this
instrument filed in this cause.

This 12 day of July, 1998

[Signature]

3
APR 2000 09/07/17 94 42



right, Edna, B
0000468609
7/7/1956
50 YEAR

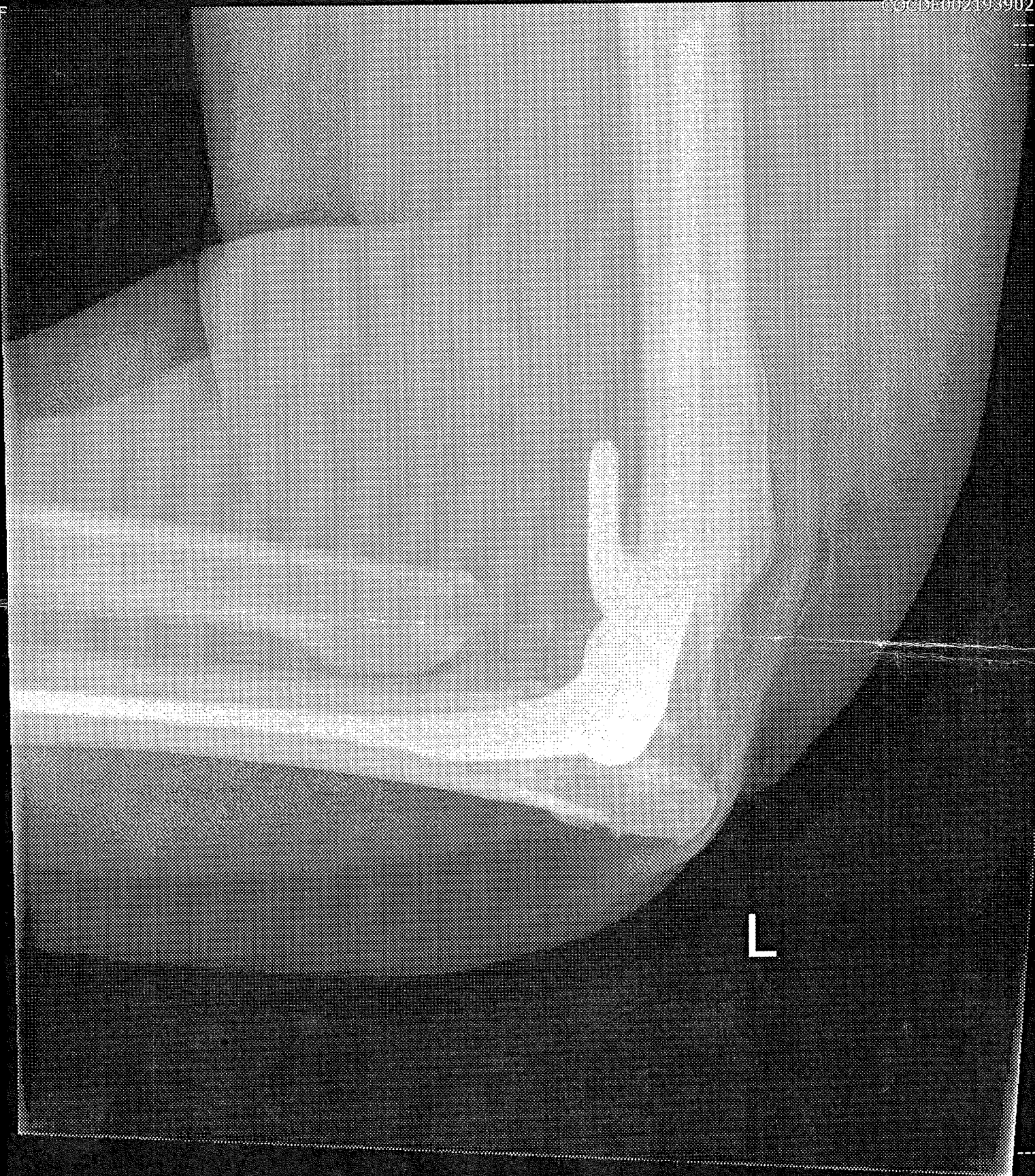
Summit Medical Center
RAD - XR ELBOW LEFT 3+V 73080
AP
5/17/2016 6:27:49 PM
COCDE002193902

L

C: 2047
W: 4095
Compressed 27:1
IM: 1

Bright, Edna, B
D000468609
4/7/1956
60 YEAR
F

Summit Medical Center
RAD - XR ELBOW LEFT 3+V.73080
Axial
5/17/2016 6:27:21 PM
00000002193902



C: 2047
W: 4095
Compressed 27:1
IM: 1



U.S. District
Court
800 U.S. Courthouse
Nashville, TN. 37203.

RECEIVED
IN CLERK'S OFFICE

SEP 07 2017

U.S. DISTRICT COURT
MID. DIST. TENN.